

## **AGREEMENT FORM**

### **2016 Concrete Road Repair**

This agreement, made this **3rd** day of **May**, 2016 at West Lafayette, Indiana, by and between the City of West Lafayette Board of Public Works (hereinafter referred to as the "City") and **Fairfield Contractors, Inc.** (hereinafter referred to as the "Contractor").

#### **WITNESSETH:**

That in consideration of the mutual covenants hereinafter set forth, the City and the Contractor agree as follows:

#### **Article 1: SCOPE OF WORK**

The Contractor shall furnish all labor and tools and equipment and do all things required for complete installation, construction, and resurfacing in accordance with the plans and specifications. The plans and specifications shall be on file in the office of the City Engineer.

#### **Article 2: PAYMENT**

The City shall pay to the Contractor, in full and complete payment for all performance of the Contract, in current funds. The estimated sum of **\$32,000.00 (thirty two thousand dollars and zero cents)** defined as the contract price, and computed from the Contractors Bid included herein. The final contract price will be the result of the actual installed quantities of materials multiplied by the corresponding contract unit prices. Variance from the estimated plan quantities will be done by change order for any additions or deletions to the contract as determined by the work and approved by the City.

Said contract price shall be paid to the Contractor in installments in the manner provided in, and under conditions of, the Quote for scope of work.

**Article 3: CONTRACT DOCUMENTS**

The contract documents include this agreement, the Proposal dated May 1, 2016, and the Contractor's certification of insurance, together with plans and any subsequent addenda.

Said documents are hereby incorporated into and made a part of this agreement the same as if herein fully set forth.

**Article 4: SEVERANCE**

The intent of the parties is that this agreement be deemed entire in the sense that its purpose is to establish one price for the doing of the whole work, and that it be deemed severable in the sense that the voidance of any part or portion shall not void the remainder.

It is understood and agreed that partial payments may be made for the mutual convenience of the City and Contractor but shall not be construed as the City's acceptance of a part or portion of the work. Acceptance is to only in the manner prescribed in the General Conditions.

**Article 5: RECORDS**

The Contractor will maintain proper records for review by the City.

**Article 6: DATE OF COMPLETION**

The Contractor agrees that all work contained in the contract shall be complete on or before July 1<sup>st</sup>, 2016.

**Article 7: PREVAILING PARTY – ATTORNEY FEES**

Notwithstanding any term or condition in this Contract to the contrary, in the event litigation is commenced to enforce any term or condition of this Contract, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

**Article 8: ENGAGING IN ACTIVITIES WITH IRAN**

By signing this Contract, Contractor certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5.

## Article 9: E-VERIFY

Contractor shall comply with E-Verify Program as follows:

- a. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). **Contractor** is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- b. **Contractor** and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractors subsequently learns is an unauthorized alien. If Contractor violates this Section 7(b), the City shall require Contractor to remedy the violation not later than thirty (30) days after the City notifies **Contractor**. If Contractor fails to remedy the violation within the thirty (30) day period, the City shall terminate the contract for breach of contract. If the City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to the City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
- c. If Contractor employs or contracts with an unauthorized alien but the City determines that terminating the contract would be detrimental to the public interest or public property, the City may allow the contract to remain in effect until the City procures a new contractor.
- d. **Contractor** shall, prior to performing any work, require each subcontractor to certify to **Contractor** that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 7(d), **Contractor** may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by Contractor or the subcontractor.
- e. By its signature below, Contractor swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the City that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

#### **Article 10: NON-DISCRIMINATION**

Contractor agrees:

- a. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;
- b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;
- c. That the City may deduct from the amount payable to the contractor a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
- d. If there is a second or any subsequent violation of the terms or conditions of this section, then this contract may be cancelled or terminated by City and all money due or to become due hereunder will be forfeited.

#### **Article 11: LIQUIDATED DAMAGES**

The Contractor and City recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the times specified in Article 6 above. The parties also recognize the delays, expense, and difficulties involved in providing in a legal or arbitration proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring and such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty), the City, in the form of a Change Order, shall deduct from the monies due the Contractor \$500.00 for each calendar day that expires after the time specified in Article 6 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the City, the City, in the form of a Change Order, shall deduct from the monies due the Contractor \$500.00 for each calendar day that expires after the time specified in Article 6 for completion and readiness for final payment until the Work is completed and ready for final payment.

## Article 12: INSURANCE

The **CONTRACTOR** shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

General Liability (including automobile) – combined single limit of \$1,000,000.00;

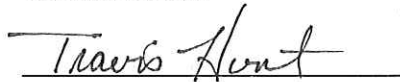
Workers' Compensation – statutory limit; and

Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$1,000,000.00.

The **CONTRACTOR** shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the **CITY**.

IN WITNESS WHEREOF we have set our hands the day and year first above written.

**CONTRACTOR:**



Travis Hunt

Fairfield Contractors, Inc.

**WEST LAFAYETTE BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Sana G. Booker, President

\_\_\_\_\_  
Bradley L. Cohen, Member

\_\_\_\_\_  
Brooke E. Folkers, Member

\_\_\_\_\_  
Jason D. Huber, Member

\_\_\_\_\_  
Thomas J. Kent, Member

Attest:

\_\_\_\_\_  
Nichole A. Foster, Deputy Clerk



3481 CONCORD ROAD P.O. BOX 4427  
LAFAYETTE, INDIANA 47903

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FAX (765) 477-7431 LAFAYETTE OFFICE (765) 474-1438

Proposal Submitted To: City of West Lafayette	Phone: (765) 775-5130	Date: May 1, 2016
Street:	Fax:	
City, State and Zip Code:	Job Name: Concrete Street repairs	
Attention: Ed Garrison <a href="mailto:egarrison@westlafayette.in.gov">egarrison@westlafayette.in.gov</a>	Page 1 of 2	

We at Fairfield Contractors, Inc. are pleased to provide you with a quote for the above mentioned project. Fairfield Contractors, Inc. agrees to furnish all labor, equipment and material to complete the following items of work:

**Concrete street slab patch replacement (approx. 400 sy):**

Remove and replace 6" thick concrete mainline patches as designated by city engineer representative. Concrete shall be high early strength mix design with limestone aggregate and one coat of spray applied curing compound over a light broom finish. Patches shall be sawcut out and rebar dowels shall be drilled in to secure patch to existing concrete.

**Price per square yard of patching: \$75.00**

**Stone subbased supplemental (approx. 100ton):**

#53 compacted crushed angular aggregate shall be furnished and installed as necessary subbase at a price per ton.

**#53 stone, compacted, per ton: \$20.00**

**NOTES:**

Excludes plans, permits, inspections, testing.

West Lafayette Street department shall furnish all necessary maintenance of traffic appurtenances and signage.

See next page.

We propose hereby to furnish material and labor, complete in accordance with above specifications, for the sum of:

See unit pricing description above

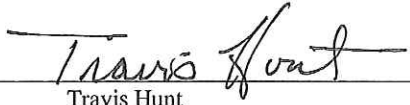
( \$ see above )

Payment to be made as follows:

Payment is due 15 days after date of invoice. All past due accounts bear interest calculated at the rate of 18% per annum, plus costs of collections and are the responsibility of the owner.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized  
Signature

  
Travis Hunt

Note: This proposal may be withdrawn  
by us if not accepted within 30 days

**Acceptance of Proposal** — The above prices,  
specifications and conditions are satisfactory and are hereby accepted.  
You are authorized to do the work as specified. Payment will be  
made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_